

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NELLY FELIZ,

Plaintiff,

- against -

JPMORGAN CHASE & CO.,

Defendants.

ANSWER

Civil Action No. 07-cv-05694(RJH)

JULY 26, 2007

Defendant JPMorgan Chase Bank, N.A., sued incorrectly herein as JPMorgan Chase & Co. (“Defendant” or “JPMorgan”), through its undersigned counsel, hereby answers the April 30, 2007 *Complaint* of plaintiff Nelly Feliz (“Plaintiff” or “Feliz”). All responses are on behalf of JPMorgan Chase Bank, N.A.

1. Defendant is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations of paragraph 1 of the *Complaint* and, therefore, leaves Plaintiff to her proof.

2. Defendant admits that it is a domestic corporation. Defendant admits that it is duly organized. The remaining allegations contained in paragraph 2 of the *Complaint* are denied.

3. Defendant admits the allegations contained in paragraph 3 of the *Complaint*.

4. Defendant admits the allegations contained in paragraph 4 of the *Complaint*.

5. Defendant admits the allegations contained in paragraph 5 of the *Complaint*.

6. Defendant admits the allegations contained in paragraph 6 of the *Complaint*.

7. Defendant denies the allegations contained in paragraph 7 of the *Complaint*.

8. Defendant admits the allegations contained in paragraph 8 of the *Complaint*.

9. Defendant admits the allegations contained in paragraph 9 of the *Complaint*.

10. Defendant admits the allegations contained in paragraph 10 of the *Complaint*.

11. Defendant admits the allegations contained in paragraph 11 of the *Complaint*.

12. Defendant denies the allegations contained in paragraph 12 of the *Complaint*.

13. Defendant is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations of paragraph 13 of the *Complaint* and, therefore, leaves Plaintiff to her proof.

14. Defendant is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations of paragraph 14 of the *Complaint* and, therefore, leaves Plaintiff to her proof.

15. Defendant denies the allegations contained in paragraph 15 of the *Complaint*.

16. Defendant is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations of paragraph 16 of the *Complaint* and, therefore, leaves Plaintiff to her proof.

17. Defendant denies the allegations contained in paragraph 17 of the *Complaint*.

18. Defendant denies the allegations contained in paragraph 18 of the *Complaint*.

19. Defendant denies the allegations contained in paragraph 19 of the *Complaint*.

20. Defendant denies the allegations contained in paragraph 20 of the *Complaint*.

21. Defendant does not respond to paragraph 21 of the *Complaint*, which contains not factual allegations but a legal conclusion, except that Defendant refers the Court to the cited section of the CPLR, which speaks for itself.

22. Defendant considers paragraph 22 of the *Complaint* to be a prayer for relief and to that extent, offers no response thereto; however, to the extent paragraph 22 contains allegations, Defendant denies them.

FIRST CAUSE OF ACTION
BREACH OF EXPRESS AND IMPLIED WARRANTY

1. Defendant repeats its responses to paragraphs 1-22 of the *Complaint*.

2. Defendant denies the allegations contained in paragraph 2 of the *Complaint*.

3. Defendant denies the allegations contained in paragraph 3 of the *Complaint*.

4. Defendant denies the allegations contained in paragraph 4 of the *Complaint*.

5. Defendant denies the allegations contained in paragraph 5 of the *Complaint*.

6. Defendant denies the allegations contained in paragraph 6 of the *Complaint* that state “said express and implied warranties of the defendant.” Defendant is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations of paragraph 6 of the *Complaint* and, therefore, leaves Plaintiff to her proof.

7. Defendant denies the allegations contained in paragraph 7 of the *Complaint*.

8. Defendant denies the allegations contained in paragraph 8 of the *Complaint*.

9. Defendant denies the allegations contained in paragraph 9 of the *Complaint*.

SECOND CAUSE OF ACTION
NEGLIGENCE

10. Defendant repeats its responses to paragraphs 1-22 of the Facts, and 1-9 of the Causes of Action, of the *Complaint*.

11. Defendant denies the allegations contained in paragraph 11 of the *Complaint*.

12. Defendant denies the allegations contained in paragraph 12 of the *Complaint*.

13. Defendant denies the allegations contained in paragraph 13 of the *Complaint*.

THIRD CAUSE OF ACTION
FAILURE TO WARN

14. Defendant repeats its responses to paragraphs 1-22 of the Facts, and 1-13 of the Causes of Action, of the *Complaint*.

15. Defendant denies the allegations contained in paragraph 15 of the *Complaint*.

16. Defendant denies the allegations contained in paragraph 16 of the *Complaint*.

17. Defendant denies the allegations contained in paragraph 17 of the *Complaint*.

18. Defendant denies the allegations contained in paragraph 18 of the *Complaint*.

FOURTH CAUSE OF ACTION
STRICT PRODUCTS LIABILITY/PRODUCTS LIABILITY

19. Defendant repeats its responses to paragraphs 1-22 of the Facts, and 1-18 of the Causes of Action, of the *Complaint*.

20. Defendant denies the allegations contained in paragraph 20 of the *Complaint*.

21. Defendant denies the allegations contained in paragraph 21 of the *Complaint*.

22. Defendant denies the allegations contained in paragraph 22 of the *Complaint*.

23. Defendant denies the allegations contained in paragraph 23 of the *Complaint*.

24. Defendant denies the allegations contained in paragraph 24 of the *Complaint*.

25. Defendant denies the allegations contained in paragraph 25 of the *Complaint*.

WHEREFORE CLAUSE

Defendant considers the Wherefore Clause to be a prayer for relief and to that extent, offers no response thereto; however, to the extent the Wherefore Clause contains allegations, Defendant denies them.

FIRST AFFIRMATIVE DEFENSE

One or more of Plaintiff's claims fails to state a cause of action upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's injuries were caused primarily by her own negligence.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's injuries were caused by some intervening cause not attributable to Defendant.

Dated: New York, New York
June 26, 2007

/s/ Joseph R. Geoghegan
Joseph R. Geoghegan (JG 7693)
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CERTIFICATE OF SERVICE

I certify that on the 26th day of July 2007, I caused a true copy of defendant's Answer to be served upon the following party, via first-class U.S. Mail, postage prepaid.

Dated: New York, New York
July 26, 2007

/s/ Joseph R. Geoghegan
JOSEPH R. GEOGHEGAN

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